

## **EXHIBIT C**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Register of Copyrights, United States of America

Registration Number

TX 7-741-273

Effective date of registration:

June 4, 2013

## Title

Title of Work: Lifetime Powertrain Loyalty Certificate

## Completion/Publication

Year of Completion: 2012

Date of 1st Publication: June 26, 2012

Nation of 1st Publication: United States

## Author

Author: PREMIER DEALER SERVICES, INC.

Author Created: text

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

## Copyright claimant

Copyright Claimant: PREMIER DEALER SERVICES, INC.

c/o 250 GRANDVIEW DRIVE, SUITE 500, FT MITCHELL, KY 41017,  
United States

## Limitation of copyright claim

Material excluded from this claim: text

Previous registration and year: TX7-673-553 2012

New material included in claim: text

## Rights and Permissions

Organization Name: HEMMER DeFRANK PLLC

Name: JANIE M RATLIFF-SWEENEY

Email: jratliff@hemmerlaw.com

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FT MITCHELL, KY 41017 United States

## Certification

Exhibit C

**Name:** JANIE M RATLIFF-SWEENEY

**Date:** June 4, 2013

**Applicant's Tracking Number:** Premier Dealer Services

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Reg TX 7 - 7411 - 273 eff date 6-4-2013

# LIFETIME POWERTRAIN PROGRAM

## LOYALTY CERTIFICATE

CERTIFICATE REGISTRATION#

LTPTR1-01-

## SECTION 1 - CUSTOMER INFORMATION → ("You or Your")

LAST NAME	FIRST NAME	M.I.	
CO-OWNER LAST NAME	FIRST NAME	M.I.	
ADDRESS	EMAIL ADDRESS		
CITY	STATE	ZIP	TELEPHONE

## SECTION 2 - DEALER INFORMATION → ("We, Us, or Our")

DEALER NAME			
CITY	STATE	ZIP	TELEPHONE

## SECTION 3 - VEHICLE AND CERTIFICATE INFORMATION

VIN	YEAR	MAKE	MODEL	
<input type="checkbox"/> NEW VEHICLE	VEHICLE PURCHASE DATE		CURRENT ODOMETER	
<input type="checkbox"/> PRE-OWNED VEHICLE				DEDUCTIBLE - \$100

## SECTION 4 - COVERED PARTS

Drive Axle - All internally lubricated parts; Gear Cases and Housings if damaged as the result of a mechanical failure to an internally lubricated part; Axle Shafts and Bearings; C.V. and Universal Joints; Propeller Shafts; 4WD Actuator.

Transmission/Transfer Case - All internally lubricated parts; Gear Cases and Housing if damaged as the result of a mechanical failure to an internally lubricated part; Torque Converter; Flywheel/Flexplate; Vacuum Modulator Valve; TV Cable; Mounts; Oil Pan; TCM; Solenoids; Cooler and Metal Cooler Lines.

Engine - All internally lubricated parts; Engine Block, Cylinder Head(s) if damaged as a result of a mechanical failure to an internally lubricated part and Intake/Exhaust Manifolds; Mounts; Expansion Plugs; Pulleys; Harmonic Balancer; Oil Pan; Timing Chain Cover; Valve Cover(s); Water Pump; Thermostat and Thermostat Housing.

Turbocharger/Supercharger (Factory Installed Only) - All internally lubricated parts including: Turbine; Turbine Shaft; Valves; Vanes and Housing if damaged as the result of a mechanical failure to an internally lubricated part.

## SECTION 5 - ELIGIBILITY

**MAINTENANCE REQUIREMENTS FOR NEW VEHICLES** - In order to maintain Your reward eligibility under this Loyalty Certificate, You are required to have all the vehicle manufacturer recommended oil and filter changes, transmission fluid changes and tire rotations performed at Our service department. Maintenance services must be performed within 1,000 miles of the manufacturer recommended Service Intervals. For a list of manufacturer recommended maintenance services and Service Intervals, consult Your vehicle owner's manual. If Your vehicle is equipped with a "Maintenance Minder," "Oil Life Monitoring System," or other manufacturer engine service monitoring systems, then You must have Your oil changes and tire rotations performed at least every 7,500 miles.

**MAINTENANCE REQUIREMENTS FOR PRE-OWNED VEHICLES** - In order to maintain Your reward eligibility under this Loyalty Certificate, You are required to have Your oil and filter changed and Your tires rotated at the Service Intervals shown to the right, at Our service department. You must have all maintenance services performed within 1,000 miles of the required Service Intervals. You also must have Your transmission fluid changed within 1,000 miles of the manufacturer recommended Service Intervals for Your vehicle at Our service Department. "Factory" refers to the manufacturer's maintenance schedule. Please refer to the eligibility section for new vehicles above for more information on the manufacturer's maintenance schedule. If the applicable pre-owned vehicle service intervals are not marked, then the 3,000 mile oil/filter change and the 6,000 mile tire rotation service intervals shall apply.

## OIL AND FILTER CHANGE SERVICE INTERVAL

<input type="checkbox"/> 3,000 Miles	<input type="checkbox"/> 3,750 Miles	<input type="checkbox"/> 5,000 Miles	<input type="checkbox"/> Factory
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## TIRE ROTATION SERVICE INTERVAL

<input type="checkbox"/> 6,000 Miles	<input type="checkbox"/> 7,500 Miles	<input type="checkbox"/> 5,000 Miles	<input type="checkbox"/> Factory
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**OTHER REQUIREMENTS** - Your compliance with the maintenance requirements will be audited by Us through Our service records. Upon Our request, We reserve the right to require You to provide Us with proof that the Maintenance Requirements have been met. In addition to the Maintenance Requirements outlined above, within 180 days after the 10 year anniversary of the VEHICLE PURCHASE DATE, and every 5 years thereafter (within 180 days), You are required to log on to the following website at [www.lifetimevehiclerewards.com](http://www.lifetimevehiclerewards.com) to confirm that You (a) still own the vehicle; and (b) You have maintained Your vehicle as required. If You are unable to log on to Our website, You may submit Your confirmation by certified mail to the following address: Confirmation Dept. PO BOX 232437, San Diego, CA, 92193-2437.

## SECTION 6 - IMPORTANT INFORMATION ABOUT THE LIFETIME POWERTRAIN LOYALTY PROGRAM

1. This Loyalty Certificate entitles You to participate in the Lifetime Powertrain Loyalty Program. Your participation in the Lifetime Powertrain Loyalty Program is voluntary. This Loyalty Certificate is not a product warranty nor is it a service contract. We are providing this Loyalty Certificate to You at no cost.
2. The term "Service Interval" refers to the amount of miles that elapses between the performance of maintenance services. The Maintenance Requirements under this Loyalty Certificate require services be performed within 1,000 miles (plus or minus) of the required Service Interval as specified in SECTION 5 - ELIGIBILITY.
3. To qualify for rewards under this Loyalty Certificate You must maintain Your vehicle as described in SECTION 5 - ELIGIBILITY. Then, subject to the terms and conditions listed herein and Your payment of the deductible (if applicable), We will repair, replace, or have repaired or replaced any covered part which fails to perform the function for which it was intended to perform, within manufacturer specifications, due to a mechanical or electrical defect. Replacement may be made with a part which is of like kind and quality comparable with the original design specifications and wear tolerances of the vehicle. Coverage is limited to the covered parts listed above. Normal wear and tear or physical damage is not covered.
4. To initiate a claim for rewards under this Loyalty Certificate, You must bring the vehicle and this Loyalty Certificate to Our service facility.
5. This Loyalty Certificate applies to You only and only to the vehicle described above. This Loyalty Certificate cannot be transferred to any other person including any subsequent owners of the vehicle.
6. You must maintain record of all maintenance services performed. If You fail to maintain Your vehicle in accordance with the Maintenance Requirements or to confirm Your continued ownership of the vehicle (both as described in SECTION 5 - ELIGIBILITY above) then this Loyalty Certificate shall become void and Your vehicle will no longer be eligible for repairs under this Loyalty Certificate. You should maintain records of all maintenance services performed by Us.

By Your signature below, You acknowledge that You been given the opportunity to read the entire Loyalty Certificate and understand the terms, conditions and exclusions governing the Lifetime Powertrain Loyalty Program. You further acknowledge that You will be responsible for the deductible amount (if applicable) indicated in SECTION 3 above.

**CUSTOMER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CO-OWNER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DEALER AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

WHITE - ADMINISTRATOR

YELLOW - CUSTOMER

PINK - DEALER

## SECTION 7 - EXCLUSIONS

This Loyalty Certificate does NOT provide coverage for any of the following:

1. Defects or repair problems that result from collision, abuse, misuse or negligence. Defects or repair problems that result from lack of adequate maintenance after You bought the vehicle.
2. Repair or replacement of a covered part if the repair or replacement is covered by the repairer's warranty, the manufacturer's new car warranty, an extended service contract provider, or if the manufacturer otherwise agrees to repair or replace the part.
3. Repair or replacement of a covered part if the damage was caused by the failure of a non-covered part.
4. Replacement of maintenance items (such as spark plugs, ignition points, positive crankcase ventilator valve, filters, lubricants and oil, electrical items) made in connection with normal maintenance services.
5. Damage caused by Your failure to take or cause to be taken, reasonable precautions to prevent damage when an apparent problem exists (e.g. change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc.).
6. Damage caused by the lack of proper and/or necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
7. Replacement of or repairs to parts of the vehicle not listed on this Loyalty Certificate as covered parts.
8. Gradual reduction in operating performance due to normal wear and tear (the natural and inherent wear characteristics of automotive parts) and not resulting from the failure of a covered part.
9. Oil loss or use not resulting from the failure of a covered part.
10. Failure of any part if the odometer is inoperative or has been tampered with or has been disconnected subsequent to Your purchase of the vehicle.
11. Fluids, seals and gaskets unless required in connection with the repair or replacement of a covered part.
12. Vehicles used for commercial purposes including but not limited to construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, any type of emergency vehicle, or competitive or off road racing.
13. Repair or replacement to any part if You have not maintained Your eligibility under the Lifetime Powertrain Loyalty Program.
14. Repair or replacement of hybrid or electric vehicle specific components.
15. Repair or replacement of any part if the vehicle's powertrain components, exhaust system or suspension system have been modified in any manner not approved by the manufacturer.
16. Damage caused by accident, civil commotion or riot, nuclear contamination, collision or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood, fluid contamination, freezing, hail, lightning, malicious mischief, fuel contamination, oil contamination, rust, corrosion or electrolysis, theft or larceny, vandalism, water, water contamination, windstorm and other external forces or events.

## SECTION 8 - LIMITS OF LIABILITY

1. 90 days and 3,000 miles must elapse from the odometer reading at the date of Loyalty Certificate issuance to be eligible for repair. Failures that occur within the first 90 days and 3,000 miles are not covered.
2. The total amount payable for any single incident of repair and/or replacement shall not exceed the actual cash value of the vehicle immediately prior to the breakdown. This determination will be made using the average trade-in value from the most recent National Automobile Dealers Association (NADA) guide.

## SECTION 9 - SUBSTITUTE TRANSPORTATION

If Your vehicle is undergoing repairs covered by this Loyalty Certificate, then We will reimburse You for actual substitute transportation expenses incurred up to forty dollars (\$40.00) per day for each day Your vehicle is undergoing covered repairs for a maximum of five (5) days per occurrence. Reimbursement for substitute transportation shall not continue beyond the day on which the repairs are completed and/or the day that You are notified of the completion of the repair. To receive reimbursement, You must submit receipts from a licensed rental agency to Us. The total benefit per occurrence shall not exceed two hundred dollars (\$200.00).

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria L. Pallante*

Register of Copyrights, United States of America

Registration Number  
**TX 7-673-553**

Effective date of  
registration:  
May 7, 2012

## Title

Title of Work: LIFETIME POWERTRAIN LOYALTY PROGRAM CERTIFICATE w/DEDUCTIBLE

## Completion/Publication

Year of Completion: 2008

Date of 1st Publication: May 1, 2008

Nation of 1st Publication: United States

## Author

Author: PREMIER DEALER SERVICES, INC.

Author Created: text, editing

Work made for hire: Yes

Domiciled in: United States

## Copyright claimant

Copyright Claimant: PREMIER DEALER SERVICES, INC.

c/o 250 GRANDVIEW DRIVE, SUITE 500, FT MITCHELL, KY, 41017,  
United States

## Rights and Permissions

Organization Name: HEMMER DeFRANK PLLC

Name: JANIE M RATLIFF-SWEENEY

Email: [jratliff@hemmerlaw.com](mailto:jratliff@hemmerlaw.com)

Telephone: 859-573-3851

Address: 250 GRANDVIEW DRIVE

SUITE 500

FT MITCHELL, KY 41017 United States

## Certification

Name: JANIE M RATLIFF-SWEENEY

Date: May 2, 2012

Applicant's Tracking Number: PDS01

# LIFETIME POWERTRAIN PROGRAM LOYALTY CERTIFICATE

## SECTION 1 - CONSUMER INFORMATION → ("You or Your")

CONSUMER NAME(S)

CERTIFICATE REGISTRATION NO.

**LPL2-06-**

ADDRESS

EMAIL ADDRESS

CITY

STATE

ZIP

TELEPHONE

## SECTION 2 - DEALER INFORMATION → ("We, Us, or Our")

DEALER NAME

CITY

STATE

ZIP

TELEPHONE

## SECTION 3 - VEHICLE INFORMATION

YEAR

MAKE

MODEL

VIN

NEW VEHICLE

VEHICLE PURCHASE DATE

ODOMETER MILEAGE ON VEHICLE PURCHASE DATE

PRE-OWNED VEHICLE

## SECTION 4 - LOYALTY CERTIFICATE INFORMATION

**DEDUCTIBLE: \$200**

### COVERED PARTS

Drive Axle - All internally lubricated parts; Gear Cases and Housing if damaged as the result of a mechanical failure to an internally lubricated part; Axle Shafts and Bearings; C.V. and Universal Joints; Propeller Shafts.  
 Transmission/Transfer Case - All internally lubricated parts; Gear Cases and Housing if damaged as the result of a mechanical failure to an internally lubricated part; Torque Converter; Vacuum Modulator Valve.  
 Engine - All internally lubricated parts; Engine Block, Heads and Intake/Exhaust Manifolds if damaged as a result of a mechanical failure to an internally lubricated part; Water Pump; Thermostat and Thermostat Housing.

## SECTION 5 - ELIGIBILITY

### NEW VEHICLES

In order to maintain Your reward eligibility benefits under this Loyalty Certificate, You are required to have all manufacturer recommended oil and filter changes and tire rotations performed at Our service department. All maintenance services must be performed within 1,000 miles of the manufacturer recommended service intervals. For a list of manufacturer recommended maintenance services and service intervals, consult Your vehicle owners manual.

### PRE-OWNED VEHICLES

In order to maintain Your reward eligibility for benefits under this Loyalty Certificate, You are required to have Your oil and filter changed and Your tires rotated at the service intervals shown below at Our service department. You must have all maintenance services performed within 1,000 miles of the service intervals referenced below.

#### OIL AND FILTER CHANGE SERVICE INTERVAL

3,000 Miles       3,750 Miles       5,000 Miles

#### TIRE ROTATION SERVICE INTERVAL

6,000 Miles       7,500 Miles       5,000 Miles

## SECTION 6 - IMPORTANT INFORMATION ABOUT THE LIFETIME POWERTRAIN LOYALTY PROGRAM

1. This Loyalty Certificate entitles You to participate in the Lifetime Powertrain Loyalty Program. Your participation in the Lifetime Powertrain Loyalty Program is voluntary. This Loyalty Certificate is not a product warranty nor is it a service contract.
2. To qualify for rewards under this Loyalty Certificate You must maintain Your vehicle as described above, then subject to the terms and conditions listed herein and Your payment of the deductible, We will repair, replace, or have repaired or replaced any covered part which fails to perform the function for which it was intended to perform, within manufacturer specifications, due to a mechanical or electrical defect. Replacement may be made with a part which is of like kind and quality comparable with the original design specifications and wear tolerances of the vehicle. Coverage is limited to the covered parts listed above.
3. If the applicable pre-owned vehicle service intervals are not marked in Section 5, then the 3,000 mile oil/filter change and the 6,000 mile tire rotation service intervals shall apply.
4. To initiate a claim for rewards under this Loyalty Certificate, You must bring the vehicle to Our service facility.
5. This Loyalty Certificate applies to You only and only to the vehicle described above. This Loyalty Certificate cannot be transferred to any other person including any subsequent owners of the vehicle.

By Your signature below, You acknowledge that You been given the opportunity to read the entire Loyalty Certificate and understand the terms, conditions and exclusions governing the Lifetime Powertrain Loyalty Program. You further acknowledge that You will be responsible for the deductible amount indicated above.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DEALER AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WHITE - ADMINISTRATOR

YELLOW - CUSTOMER

PINK - DEALER

## SECTION 7 - EXCLUSIONS:

This Loyalty Certificate does NOT provide coverage for any of the following:

1. Defects or repair problems that result from collision, abuse, negligence or lack of adequate maintenance after You bought the vehicle.
2. Repair or replacement of a covered part if the repair or replacement is covered by the repairer's warranty, the manufacturer's new car warranty or if the manufacturer otherwise agrees to repair or replace the part.
3. Repair or replacement of a covered part if the damage was caused by the failure of a non-covered part.
4. Replacement of maintenance items (such as spark plugs, ignition points, positive crankcase ventilator valve, filters, lubricants and oil, electrical items) made in connection with normal maintenance services.
5. Damage caused by Your failure to take or cause to be taken, reasonable precautions to prevent damage when an apparent problem exists (e.g. change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc.).
6. Damage caused by the lack of proper and necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
7. Replacement of or repairs to parts of the vehicle not listed on this Loyalty Certificate as covered parts.
8. Gradual reduction in operating performance due to normal wear and tear (the natural and inherent wear characteristics of automotive parts) and not resulting from the failure of a covered part.
9. Oil loss or use not resulting from the failure of a covered part.
10. Fluids, seals and gaskets unless required in connection with the repair or replacement of a covered part.
11. Vehicles used for commercial purposes including but not limited to construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, any type of emergency vehicle, or competitive or off road racing.
12. Repair or replacement to any part if You have not maintained Your eligibility under the Lifetime Powertrain Loyalty Program.
13. Repair or replacement of hybrid specific vehicle components.
14. Repair or replacement of any part if the vehicle's powertrain components, exhaust system or suspension system have been modified in any manner not approved by the manufacturer.

## SECTION 8 - LIMITS OF LIABILITY

1. If You fail to maintain Your eligibility under the Lifetime Powertrain Loyalty Program then this Loyalty Certificate shall become void and Your vehicle will no longer be eligible for repairs under this rewards Certificate.
2. 90 days or 3,000 miles must elapse from the odometer reading at the date of Loyalty Certificate issuance to be eligible for repair.
3. The total amount payable for any single incident of repair and/or replacement shall not exceed the actual cash value of the vehicle immediately prior to the breakdown. This determination will be made using the most recent National Automobile Dealers Association (NADA) guide for an average condition vehicle.